

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANT: Hall et al

SERIAL NO.: 10/696274

ART UNIT: 3625

FILED: 10/29/2003

EXAMINER: Allen, William

TITLE: Interface for Conducting the Closing of a Real
 Estate Sale Over a Computerized Network

ATTORNEY DOCKET NO.: ICLS 1001-3

Assistant Commissioner For Patents
Washington, D.C. 20231

Remarks

Sir:

This amendment is in response to the Office Action mailed 09/18/2007 in regard to the above-identified patent application. Claims 17-39 are now pending in this case. A separate sheet showing the status of all claims, in accordance with C.F.R. 121 is enclosed.

The aforementioned Office Action is a "Notice of Non-Responsive Amendment - Impermissible Shift". The Examiner stated that originally elected claims 1-14 represent an interface for inputting closing cost conditions. The Examiner also stated that original claim 1 included a browser presented template of components to create one or more custom closing conditions. However, the Examiner held that newly presented claim 17 merely

included selectable standard and custom closing conditions. The Examiner additionally states that claim 17 includes both a title insurance module correlated with the closing database comprising a plurality of title insurance companies and title insurance policies, as well as a county registrar module for electronically recording the real estate deed.

The Applicants respectfully disagree with the Examiner's holding in the present case.

First, it will be appreciated that original Claims 1-9 were rejected under 35 U.S.C. 101 as the claimed invention was directed, allegedly, towards non-statutory subject matter. Claims 1-10, 12, and 14 were rejected under 35 U.S.C. 103(a) as being unpatentable over Broerman (US 20040054606) in view of Fino et al. (US 5689705). Claims 11 and 13 were rejected under 35 U.S.C. 103(a) as being unpatentable over Broerman in view of Fino and in further view of Ginter et al. (US 5910987). (See Office Action dated 11/14/2006)

Responding to the Office Action dated 11/14/2006 holding that claims 1-9 were not merely a compilation or a mere arrangement of data, as held by the Examiner, and to render the statutory features of the invention clearly within statutory subject matter as defined by 35 U.S.C. sec. 101, claims 1-14 were cancelled and recast in the form of pending claims 17-39.

The Applicants respectfully assert that all of the elements of previously cancelled independent claim 1 are also recited within pending independent claim 17 and that pending claim 17 is claim 1 recast to overcome an earlier 101 rejection. Claim

17 has been amended herein to make the patentable distinction more apparent.

This is most easily seen by reference to the following element-by-element comparison of cancelled claim 1 with pending claim 17:

Cancelled Claim 1 elements	Pending Claim 17 Elements
a closing server	a closing server
a browser-presented list of selectable standard closing conditions	at least one selectable standard closing conditions
a browser-presented template of components to create one or more custom closing conditions	at least one selectable custom closing conditions
Cancelled Dependent Claim 3	
The interface of claim 1, wherein the closing server further includes logic and resources to verify the identity of parties to the real estate transaction and document their consent to the real estate transaction	at least one computer processor having identity verifier logic and resources
Dependent Claim 8	
	a title insurance module correlated with the closing database

First, it will be appreciated that all three elements of cancelled claim 1 are found within the body of pending claim 17. Furthermore, it will also be appreciated that cancelled claim 1 progeny, i.e., dependent claim 3 and dependent claim 8 are also recited within the body of pending claim 17.

Taken as whole, therefore, previously cancelled claim 1, previously cancelled dependent claim 3, and previously cancelled dependent claim 8 are recast as pending independent claim 17. Accordingly, the Applicants respectfully assert that the claims are readable on the elected invention and should be allowed in light of the arguments presented below.

The bulk of the arguments presented below were presented in the Applicants' response to the aforementioned Office Action dated 11/14/2006 and are repeated here for the Examiner's ready reference and convenience:

Response to claims 1-10, 12, and 14 rejections under 35 U.S.C. 103(a) as being unpatentable over Broerman (US 20040054606) in view of Fino et al. (US 5689705): Rewritten claims 1-14, i.e., claims 17 and 33, and their respective dependent claims, claim an invention for electronically initiating, negotiating, and legally closing a real estate transaction; up to and including transferring ownership of the real estate. In other words, the claimed invention matches a willing buyer with a willing seller, facilitates negotiating a real estate contract, facilitates removing contract contingencies during a due diligence period, and facilitates settlement and deed registration. It will be appreciated that Broerman, on the other hand, falls short of actually closing a real estate transaction. Indeed, Broerman doesn't even mention the words "deed", or "recording" or the phrase "due diligence". Nowhere does Broerman disclose or suggest actually closing a real estate transaction and transferring ownership of the real estate. Indeed, Broerman is limited to only closing the sale, i.e., finalizing the purchase and sales contract. (See col. 6,

lines 53-55) However, it is well settled in the law of real property that ownership of real estate is conveyed through a deed instrument and not by merely finalizing a purchase and sales agreement as described by Broerman.

It will be further appreciated that the present invention also claims a registration feature for registering the deed with the proper registering official. It will also be understood that registering the real estate deed as described in the present invention provides certain legal protections and obligations beyond the scope of the purchase and sales agreement.

Claims 17 its respective dependent claims, each recite a closing system for closing a real estate transaction between a plurality of parties and transferring ownership through a real estate deed. The closing system includes a closing server having a closing module. The closing module includes selectable standard and custom closing conditions. The closing server also includes a title insurance module having a plurality of title insurance company identifying information and a plurality of title insurance policies associated with the plurality of title insurance identifying information. The plurality of title insurance policies each include a plurality of terms.

Claims 20-23 recite selectable standard and custom closing conditions. Claim 22 specifically recites the features wherein each of the plurality of selectable closing components include at least one time-expired-option closing component; and at least one identity of the plurality of parties authorized to clear the closing component before the at least one time-

expired-option closing component expires. However, neither Broerman, nor Broerman in view of Fino, disclose or suggest closing components including a time expired option and the identity of an authorized party to clear the closing component before the time expires. Indeed, the Examiner has pointed out that Broerman does not teach selectable options. The Examiner goes on to indicate that Fino does teach selectable options. However, it is respectfully pointed out that Fino only teaches that a purchase and sales contract may be modified. Nowhere does Fino, or Broerman in light of Fino, teach or suggest features as recited in claims 20-23 wherein each of the plurality of selectable closing components include at least one time-expired-option closing component; and the identity of the party authorized to clear the closing component before the at least one time-expired-option closing component expires. In other words, each closing component may be associated with an automatic count-down timer where, once the time has expired, and the closing component has not been met or cleared by an authorized party, the transaction may be voided. This is very different from Broerman where Broerman merely teaches that a user may be allowed to approve or disapprove closing conditions by supervising changes to "mutable terms". Nowhere does Broerman disclose or suggest closing conditions which may be associated with an effective automatic expiration. It will be appreciated that Broerman merely teaches closing transactions deadlines once a seller and buyer have come to agreement on the contractual terms (FIGS 9 & 10). Indeed, in Broerman, a real estate transaction could be held up indefinitely in the contract phase while a closing condition is pending since Broerman does not teach or suggest closing conditions with automatic time expired options.

Claim 33 also recites the feature of an internet connection with at least one county registrar associated with the county registrar identifier for facilitating electronically registering the real estate deed. As pointed out earlier, Broerman neither suggests nor discloses transferring real estate by deed.

It is respectfully submitted that all of the claims now present in the application are clearly novel and patentable over the prior art of record. Accordingly, favorable reconsideration and allowance is respectfully requested. Should any unresolved issue remain, the Examiner is invited to call Applicant's Attorney at the telephone number indicated below.

Filed concurrently within PAIR is the fee for a petition for a two month extension of time.

Respectfully submitted,

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11/28/07

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Date

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